

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

RECEIPT #	100 722
AMOUNT:	\$402.00
AUG 26 2022	
<i>[Signature]</i>	
CASHIER'S SIGNATURE	

JEANNETTE SOTO SANTINI
Plaintiff

vs

COMMONWEALTH OF PUERTO RICO
BANCO POPULAR DE PUERTO RICO
IVAN ALONSO COSTA
DUNCAN R. MALDONADO EJARQUE
OCIF
AFV

Defendants

Case No.

22-1405 (RAM)

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**COMPLAINT FOR PERJURY, LIBEL, DEFAMATION, CONFLICT OF INTEREST,
MORTGAGE FRAUD, DAMAGES AND PREJUDICE, DEPRESSION STRESS DISORDER.
COMPLICITY WITH THE U.S. MARSHALLS SERVICES. UNFOLLOW MORTGAGE
AGREEMENT, WHITE COLLAR CRIME**

Comes now Plaintiff Jeannette Soto Santini, to inform of the United States District Court of Puerto Rico that all defendants must be each Trial Court. Judges are under oath, and they cannot discriminate against my case due to negligence of the Judicial System in the Courts.

- a. Bank Popular of Puerto Rico must bring to Court Jessica Torres Galindo, Miguel Angel Matias Vargas, Derrick Lugo Colon.
- b. Federal Court in Puerto Rico, practiced conflicts of interest by not telling me that I had to file a motion. Which the letter that came to me by mail did not mention that, and he informed me on Aug 19, 2022.
- c. A mocion is never made for an employee of the United States Marshal Services to perform a service, but I will report this to the Administration of the Courts in Puerto Rico. I have my right.
- d. I have to sue the Commonwealth of Puerto Rico, because they are the first responsible for illegally allowing an ordinary auction by Bank popular of Puerto Rico.

- e. Thanks to a letter that arrived on January 29, 2022, I found out. I made the payments; I had no arrears. BPPR removed the subsidy when requesting the cancellation balance.
- f. Said by the FHFA in Washington, DC that what BPPR did is FRAUD. Reporting, and seeking help with the OCIF, and the AFV that help BPPR; and they say "That BPPR has not committed any Fraud".
- g. On my part, and responsible continued with the payments, but did not pay the subsidy.
- h. What is offered in a foreclosure cannot be removed because I want to refinance my home. If the AFV does not want to pay BPPR the money they removed from the Subsidy, then they are going to lose that money. I'm not going to pay it.

CLAIM IN THIS LAWSUIT

- 1. That the property be completely mine with \$0,000 balance.
- 2. I want the entire mortgage reviewed. I want to see my credit report for 1998 and 1999.
- 3. All the papers that I falsify BPPR.
- 4. Return all the money that was stolen from me in this Fraudulent sale.
- 5. I qualify for \$310 per month. The same day of the closing they changed to \$356, and other residents were told the same thing "there was an error".
- 6. FHA loan does not change for 30 years. The payment is fixed, it is not conventional.
- 7. I want the call record with the original DATA of the life of the mortgage, with the two account numbers. Because they charged me 14, 10 years in late fee.
- 8. I want the DATA record of bank transactions. It is not a simple document. BPPR can provide it for the Trial.
- 9. Duncan R. Maldonado Ejarque has to go to jail for Perjury, Libel, Defamation, and Mortgage Fraud. Like Jessica Torres Galindo, and Miguel Matias Vargas where they made false sworn testimonies.
- 10. I want to see the CREDIT report 1998, and 1999.
- 11. Because they made me pay 6.5% interest. I paid PMI. I paid Life Insurance without BPPR sharing with me a Policy number, name of the company that represented me, payment cycle, amount, etc.
- 12. That all the money that was stolen be returned to me, plus compensation for the stress disorder.
- 13. Fake credit reports, where my score has been lowered. This is damage, and prejudice.
- 14. White collar crime. They wanted to sell the property and get the money from the sale. When I paid for my house. I could come to Puerto Rico and find another family living. This incident is inexcusable. I'm sorry but the Commonwealth of Puerto Rico must be here.

FACTUAL BACKGROUND

- a. I know that my case was not a simple error of the Court of Aibonito, PR. I was a victim of Judges in Aibonito, PR. I never forget how a judge closed the alimony case for my three [3] daughters. Just to help the uncovered Agent Miguel A. Franco Reyes of the Coamo CIC.
- b. CASE BDI-940203. His son Miguel A. Franco Rivera did not pay child support, and was always in prison. Miguel A. Franco Rivera pretended to be crazy in the courtroom, and he brought a lawyer to help pass his lie.
- c. Miguel A. Franco Rivera spoke to his shoes. I asked the judge if Miguel A. Franco Rivera had with him a document that he was interned in a psychiatric institution "so his lawyer said."
- d. Which the Judge yelled at me "Shut your mouth, you can't speak. You don't have a lawyer."
- e. I yelled at the Judge, "I'm going to report you to the Court Dictor Mercebez Beiwermeister." The Judge started, cannot speak, and took a 15 min Break. The Judge could not place an order, that I appeal before leaving Puerto Rico, he had to file a Motion preventing the alimony from being closed.
- f. The Judge knew that he was going back to Pennsylvania the next day. It was a conflict of interest, and very similar to what arose in my BPPR case.
- g. In the Court of Pennsylvania, they did not want to close the alimony case, because even if it were \$100 of the SSI Miguel A. Franco Rivera had to pay. That money belongs to his daughters.
- h. The laws in Puerto Rico were made for the Poor. Therefore, since there are conflicts of interest in the Court of Aibonito, I have every right to sue the Commonwealth of PR.
- i. I found another case where Bank Popular de Puerto Rico used a NOT valid address, not informing the person of the auction. They did this to me too. The Judges must look for the TRACKING NUMBERS of the Certified letters of the lawyers. Because they are lawyers, everything they talk about is not true. So it is that blame falls, and negligence in the Court of Aibonito.

THE ROOT OF THE PROBLEM

- a. Bank Popular of Puerto Rico sold a house on April 27, 1999 where Notary Attorney Ivan Alonso Costa, who owns a law firm in Aibonito, PR, was never present.
- b. Where this attorney committed Perjury, and falsified documents by falsifying my print on Affidavits. All Affidavits display the same block letter style. Derrick Lugo Colon, Carmen Fernandez, and Jeannette Soto Santini.
- c. It could be Carmen Fernandez, Derrick Lugo Colon. Which Bank Popular de Puerto Rico is responsible for bringing these people to Testify. Since I don't have your information.

- d. Law 124 was never completed properly, and I never signed that law. Which cannot be remove the subsidy from the account.
- e. Unsworn affidavits have no power.
- f. Call in December 2019 to request the cancellation balance. I paid 6.5% interest, PMI, Life Insurance, I had no idea.
- g. Jose Higuera asked me for the registration of the house, Electricity certification, and Water Certification to give me the cancelation balance. As soon as he received by email of the certification of Light, and water was when they hurt the mortgage and my credit by removing the subsidy and added \$10,000 more.
- h. Then Jose Higuera sent me part of the forged affidavits signed by Ivan Alonso Costa.
- i. Agreement documents appear incomplete without signature, without date, without selection, typed my name with computer or false handwriting, no initials on the sides.
- j. I was depressed state but seeing the handwriting that is not mine. It was when Bank Popular de Puerto Rico planned to take my house away from me.
- k. Ask Jose Higuera for the Terms and Conditions agreement. Which I have the letter of evidence, and Jose Higuera did not want to share that agreement with me. Where it is stipulated that after the 6th anniversary the house stays with the Subsidy.
- l. I found that document, and stopped paying BPPR the extra \$55 subsidy. My responsibility is the mortgage payment of \$334.81. This amount is from 2019. Every year the mortgage payment went down. Which BPPR owes me accumulated retraction since 2019.
- m. BPPR did not send me the annual Refunds

ABRIL 27, 1999 MORTGAGE CLOSING FRAUD

- 1. I have a certificate of Mortgage loan officer, and I learned that changes are not made the same day of the closing. The buyer must inform if any change if increased the mortgage payment, and why the payment changed.
- 2. Notification of change is on paper, not by phone. MLO.
- 3. On April 27, 1999 Derrick Lugo Colon the first thing he told me when I walked in was "there was an error, your payment will not be \$310 per month. You will pay \$356".
- 4. The foreclosure was illegal. The same day of closing you cannot make changes. It is sent by paper, and with thanks days from 10 to 15 days to the new buyer. "If the new buyer accepts. Nor can he not see closures that say; the mortgage is not guaranteed.
- 5. As I accept this agreement, and thousands of people. Because they do not explain them in the closing of the mortgage. Ivan Alonso Costa was not there. They told me "Sign, if it's still signed,

- don't stop." I signed, and Derrick Lugo Colon did not tell me what he signed. In fact, the documents in English were not translated. BPPR practiced Misleading in the mortgage closing.
6. Before I started signing, and Derrick Lugo Colon tells me that my payment was not \$310 per month, it was \$356 per month. Derrick Lugo Colon silently looked at a woman who was next to him; she was a thin woman; and handed him a stack of papers.
 7. Carmen Fernandez took them to her, and she brought another updated block of papers.
 8. The Mortgage Bank buyer must first notify the new buyer in writing on paper if he accepts the change in mortgage payment.
 9. I qualify for \$310 per month, and I want ALL the money that was overcharged. From April 27, 1999 to today.
 10. 6.5% interest because so high if you had good credit. My credit report shows two accounts paid on time with a Cooperative, and the Coamo Island Finance. Both accounts must be in good standing on the credit report.
 11. If BPPR does not show this. I want the interest to be calculated at the lowest, and all money abusively charged be returned to me. I had credit, and my credit wasn't low, and it wasn't bad either. If BPPR made applications to lower my score. I'm going to know, because I didn't buy anything until I got my house. Then I bought my new car.
 12. Years ago there were rapes against women, just because they wanted to buy a property they put the highest interest rates on it. That is why in Mortgage Loan Officer classes they talk about this discrimination.
 13. I was a single mother with 4 little girls. She worked a lot of overtime, she received \$150 monthly child support from Jorge L. Garcia Ortiz, and \$150 from Miguel A. Franco Rivera for 3 minor girls. Overtime is not considered Insurance, since the employer can reduce or remove it.
 14. I want Bank Popular of Puerto Rico to bring to court the credit report they used in 1998 before they bought the house. On April 27, 1999 the payment could not be changed from \$310 to \$356. What was the credit report used at the foreclosure on April 27, 1999.
 15. Annual reimbursement that they were taken from me. Money I received monthly, they don't send it to me. I want them to pay me for everything they have stolen from me.
 16. False late fees. Which claims by certified letter the original DATA of the call report. I made the payments with customer service, and I want the original DATA of the bank transactions. BPPR is using the Bank Transactions, and not the day you call to make the payment.
 17. The mortgage was reported late on my credit when it was 10 years old. I reported a complaint to the Federal Trade Commission, and the BPPR supervisor said it wouldn't happen again. Creating a new account.

18. Later they began to charge me fees for delays from 10, 14, 7 years ago. BPPR always steal money from me. I knew I didn't owe anything overdue.
19. BPPR makes you pay the surcharge. You do not go to a second payment by owing \$13 from the previous payment. You must pay, and the late fee of the month.
20. When I discovered the forgery of block letters, and said that I was going to sue them, that is when they began to create an economic collapse. Retaliation against me.
21. Removing the subsidy, the debt accumulated to \$13,000. Looking to make the Auction by Ordinary Way without informing me of it.
22. The \$13,000 dollars they removed was illegal. I reported a complaint to the FHFA. Where they tell me it's FRAUD.
23. I will not pay that money. BPPR can lose it, it's their problem.
24. OCIF has to be present. I reported a complaint to the OCIF, and I shared the false print affidavits with them. Which surprising says the OCIF "BPPR is not doing Fraud."
25. Conflicts of interest with Bank Popular de Puerto Rico.
26. Housing Finance Authority. I reported the complaint to the AFV, as well as received a copy of the affidavits where the employee Miguel Sierra Morales said that "BPPR did not commit fraud." This letter was in the fire that broke out at the Storage in Herndon, VA.
27. Two agencies of the Government of Puerto Rico say that Affidavit with false handwriting is not Fraud. Removing a subsidy after the 6th anniversary is not Fraud. BPPR is paying you to help them close cases.
28. I want the OCIF, and AFV to be in the lawsuit so that they explain to me how an 'Unsworn affidavit has to be put, and is it valid for them??? This is Perjury, and perjury is JAIL. Perjury is not a CIVIL case, it is a crime.
29. The Judges of the Court of Aibonito failed to verify the Certified Letters of Duncan R. Maldonado Ejarque that returned to the original person. Tracking numbers.
30. In an affidavit Duncan R. Maldonado Ejarque testifies that I received it, that I had been notified. Lied, false statement or affidavit is Perjury.
31. Judges are under oath. Which they cannot ignore processes, they cannot practice conflicts of interest.
32. Mortgage Fraud Case Number A12021CV00206 from Bank Popular of Puerto Rico at the Court of Aibonito Puerto Rico was illegal made with Judges support where they failed to investigate those tracking numbers certified letter.
33. Judges accepted everything without proper notification. Case against me, all certified letters returned to Duncan except for one signed on January 29, 2022.

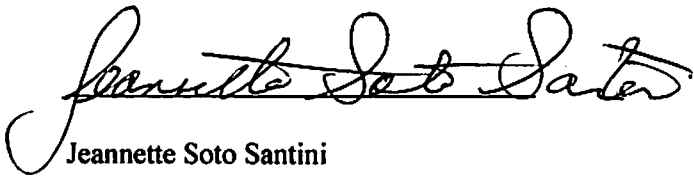
34. I claim Damages and prejudice in this complaint.
35. Commonwealth of Puerto Rico, and Banco Popular de Puerto Rico. The first violation was committed by the Commonwealth of Puerto Rico and has to be sued in Federal Court. Mortgages have Federal Laws like Fannie Mae, and Freddy Mac.
36. Libel is when they lie about a person and bear false witness. I had no mortgage arrears.
37. Had an accident on Dice 17, 2020 where I broke my wrist. I lost my apartment for not paying three months' rent, I had a cast. The apartments did not provide Snow removal services. Which they were guilty of negligence. I paid the three months, and I lost my apartment on March 1, 2021. I slept in my car with 25 degrees.
38. I paid my mortgage, and all the money orders said PO BOX 710152 Herndon, VA 20171.
39. BPPR had an address to let me know what they were planning.
40. Defamation, when they show photos, false advertisements in Newspapers of my person.
41. Duncan R. Maldonado Ejarque declared it in writing on June 6, 2022. That he published the appointments on July 21, 2021. I live in Virginia; I don't read the Puerto Rican newspaper.
42. Showed an auction by ordinary public way. He has no excuse; Duncan has to be arrested.
43. My mortgage account with Banco Popular de Puerto Rico had no late payments. I will not make payments until the full Mortgage is investigated.
44. Jessica Torres Galindo, where she lies, with a affidavit testify that the account was still with late payments.
45. Miguel Angel Matías Vargas also committed acts of Perjury, Defamation, and libel.
46. The OCIF has to be in this Summons. Because the OCIF support Banco Popular de Puerto Rico had not committed Fraud by removing the subsidy from my mortgage.
47. Terms and conditions say that after the 6th anniversary the Mortgage keeps the subsidy. I couldn't rent my house for 6 years, or I would lose the Subsidy.
48. I couldn't sell my house for 6 years or I had to pay the subsidy money. This was explained to me in detail on April 27, 1999.
49. On April 27, 1999 there was no Notary Attorney Present, Ivan Alonso Costa. This was the second thing Derrick Lugo Colon said to me when he walked through the door.
50. Today we have no attorney present. You can't sign everything." Derrick Lugo Colon had everything organized, and he ordered me how to sign each document. Because there was no notary present Ivan Alonso Costa. Which Closing was FRAUD.
51. "You sign this document, and do not put a date. We do not have a notary present today."
52. "This signature, and date"

53. "This you cannot sign, and you cannot put a date because; we do not have a Notary present today" Derrick Lugo Colon grabbed the papers and took it with him.
54. Duncan R. Maldonado Ejarque on June 3, 2022 filed a new claim in the Aibonito Court, where he can claim \$5,792.40 for representing BPPR. "Claim an attorney fee fraud".
55. Honorable Judge, I want a order to arrest Duncan R. Maldonado Ejarque for violations of Perjury, Libel, Defamation, damages and prejudice, and other charges as a lawyer had to notify; and follow Court Protocol.
56. Online I found cases where Banco Popular de Puerto Rico used invalid addresses. I understand that my case is not new. Violations of failing to notify, and closing Mortgages is White Collar Crime.
57. I want Duncan R. Maldonado Ejarque to pay me the legal representation costs of \$850 that I paid to Fredeswin Pérez Caballero. Duncan R. Maldonado Ejarque has to pay me compensation for the Mortgage Fraud. As a lawyer, and with experience, everyone knows the notification process. There are no excuses.
58. I will contact the corporate office of U.S. Marshals Services, Arlington, VA to know the name of the employee who will made these summons, and that the employees do not read the cases. They cannot make copies.

Honorable Judge of the Federal Court. I have more exhibits and more detail about this complaint. I want Justice in my case. I do not want this case to have a seal to prevent it from being public.

Thank you

Sincerely,



Jeannette Soto Santini

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